

RECORDATION REQUESTED BY:

Community Bank, North Mississippi; Southaven Office; 475 E. Commerce Street; Hernando, MS 38632

WHEN RECORDED MAIL TO:

Community Bank, North Mississippi; Southaven Office; 475 E. Commerce Street; Hernando, MS 38632

SEND TAX NOTICES TO:

Community Bank, North Mississippi; Southaven Office; 475 E. Commerce Street; Hernando, MS 38632

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Community Bank, North Mississippi
475 E. Commerce Street
Hernando, MS 38632
(662) 429-8484

INDEXING INSTRUCTIONS: NW 1/4 of NE 1/4, Sec. 2, T2S, R8W, DeSoto County, MS.



MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated December 21, 2010, is made and executed between H Keith Russell, whose address is 4719 I 55 S, Jackson, MS 39212-5532 ("Grantor") and Community Bank, North Mississippi, whose address is Southaven Office, 475 E. Commerce Street, Hernando, MS 38632 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 30, 2010 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

December 6, 2010, Chancery Clerk, Book 3,250 Page 305.

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 1382438

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REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 140 Audubon Point Drive, Hornlake, MS 38637.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Correct Legal Description.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 21, 2010.

GRANTOR:

x 
H Keith Russell

LENDER:

COMMUNITY BANK, NORTH MISSISSIPPI

x 
Authorized Officer

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 1382438

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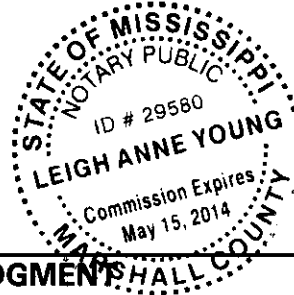
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 21st day of December, 20 10, within my jurisdiction, the within named H Keith Russell, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Leigh Anne Young
NOTARY PUBLIC

My Commission Expires:
5-15-14



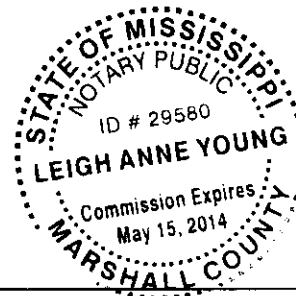
LENDER ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 21st day of December, 20 10, within my jurisdiction, the within named Ford Moore, who acknowledged that (he)(she) is SVP of Community Bank, North Mississippi and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Leigh Anne Young
NOTARY PUBLIC

My Commission Expires:
5-15-14



**ATTACHED TO AND FORMING PART OF DEED OF TRUST DATED 12/21/10
IN THE NAME OF H. KEITH RUSSELL IN THE AMOUNT OF \$4,000,000.00**

**EXHIBIT A
LEGAL DESCRIPTION**

Legal description of 2.01, more or less, acres of land being located in the Southwest Quarter of the Southeast Quarter of Section 2, Township 2 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi;

Beginning at a point South 58 degrees 08 minutes 45 seconds West 1267.45 feet and South 01 degrees 21 minutes 48 seconds East 499.34 feet and South 01 degrees 19 minutes 28 seconds East 93.90 feet and South 01 degrees 19 minutes 28 seconds East 233.43 feet and South 88 degrees 13 minutes 32 seconds West 1348.71 feet from the Northeast corner of Section 2; thence South 88 degrees 13 minutes 32 seconds West 244.52 feet to a point in the East right-of-way line of U.S. Highway 51; thence North 10 degrees 05 minutes 14 seconds East 83.35 feet along said right-of-way; thence North 01 degrees 21 minutes 25 seconds East 259.87 feet along said right of way to a point; thence North 20 degrees 30 minutes 04 seconds West 53.84 feet to a point; thence North 77 degrees 39 minutes 36 seconds East 32.60 feet to a point; thence South 88 degrees 38 minutes 36 seconds East 17.59 feet to a point; thence South 86 degrees 14 minutes 51 seconds East 124.86 feet to a point; thence North 88 degrees 18 minutes 43 seconds East 57.17 feet to a point; thence South 01 degrees 41 minutes 17 seconds East 384.95 feet to the point of beginning containing 2.01, more or less, acres (87,500 more or less square feet) being subject to all codes, regulation, revisions, easements and rights-of-way of record.

And

Legal description of 19.29, more or less, acres of land being located in the Northwest Quarter of the Northeast quarter of Section 2, Township 2 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi;

Beginning at a point South 58 degrees 08 minutes 45 seconds West 1267.45 feet from the Northeast corner of Section 2; thence South 01 degrees 21 minutes 48 seconds East 499.34 feet to a point; thence South 01 degrees 19 minutes 28 seconds East 93.90 feet to a point; thence South 88 degrees 24 minutes 09 seconds West 893.60 feet to a point; thence North 44 degrees 34 minutes 20 seconds West 152.70 feet to a point; thence North 40 degrees 27 minutes 30 seconds East 9.02 feet to a point; thence North 45 degrees 30 minutes 57 seconds West 18.33 feet to a point; thence South 40 degrees 27 minutes 30 seconds West 8.72 feet to a point; thence north 44 degrees 34 minutes 20 seconds West 31.04 feet to a point; thence South 88 degrees 18 minutes 43 seconds West 376.24 feet to a point; thence North 86 degrees 14 minutes 51 seconds West 124.86 feet to a point; thence North 88 degrees 38 minutes 36 seconds West 17.59 feet to a point; thence South 77 degrees 39 minutes 36 seconds West 32.60 feet to a point; thence North 01 degrees 13 minutes 38 seconds East 57.12 feet along the East right of way line of U.S. Highway 51; thence North 01 degrees 13 minutes 32 seconds East 281.02 feet along said right of way to a point; thence North 07 degrees 59 minutes 32 seconds East 102.64 feet to a point along said right of way; thence North 88 degrees 22 minutes 55 seconds East 1550.24 feet to the point of beginning containing 19.29 more or less, acres (840,429 more or less, square feet) of land being

subject to all codes, regulations, revisions, easements and rights-of-way of record.

All being a part of that certain legal description referenced in Deed Book 530, Page 20, in the office of the Chancery Clerk of DeSoto County, Mississippi.

SIGNED FOR IDENTIFICATION:


H. KEITH RUSSELL